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ABSTRACT

This collective bargaining agreement was negotiated in 1988 between the City of Baltimore and the Community College of Baltimore Faculty Federation to establish terms of employment for the college's full-time faculty. The 17 articles in this contract cover: (1) union recognition and definitions; (2) union-board relations, including standards of professional behavior, union membership, board meetings, conflict with policy, and a schedule for negotiations; (3) union activities, including union office space and meetings, dues deduction, and faculty representation; (4) academic freedom, non-discrimination, and affirmative action; (5) grievances; (6) insurance and fringe benefits; (7) conditions of employment, including determination of seniority, maintenance of effective employment conditions, evaluation of faculty members' performance, royalties, and complaints; (8) leaves, including leaves with pay, such as sabbatical and sick leaves, and leaves without pay, such as military leave and extended personal leaves of absence; (9) salary and rates of pay; (10) scope of the agreement; (11) conformity to law saving clause; (12) duration of the agreement; (13) no strike or lockout provision; (14) management rights; (15) procedure for future negotiations; (16) responsibility of the faculty member with respect to agreement and work rules; and (17) the college calendar. An appendix provides information on health and welfare benefits. (JMC)

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Memorandum of Understanding

* * *

The City of Baltimore

* * *

Community College of Baltimore Faculty Federation

* * *

Local 1980 AFT, AFL-CIO

This Memorandum of Understanding will be between the Employer and the Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO, hereinafter referred to as the Union

July 1, 1988 - June 30, 1990

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ARTICLE I

UNION RECOGNITION AND DEFINITIONS

A. The Board of Trustees of the Community College of Baltimore recognizes Local 1980, AFT, AFL-CIO, as the exclusive and sole representative for collective negotiations concerning grievances and terms of employment for the Faculty which is defined as

1. All full-time ten-month educational personnel.

2. All full-time twelve-month educational personnel who are not on the administrative scale and whose duties include teaching, counseling or library service fifty (50) per cent or more of their working time.

3. All Department Chairpersons.

B. This group so represented by Local 1980, AFT, AFL-CIO, is hereinafter referred to as "the Unit." Any changes in definition of the Unit must be negotiated between the Union and the Board.

C. No Unit positions will be changed to a non-Unit position (unless there is substantial change in duties and/or responsibilities).

D. Definitions:

1. Union. Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO, which is the legal collective bargaining agent.

2. Board. The Board of Trustees of the Community College of Baltimore.

3. City. The Mayor and City Council of Baltimore.

4. President. The chief administrative officer of the Community College of Baltimore as provided in Title 16-204 of the Education Article of the Annotated Code of the State of Maryland.

5. Cabinet level officer. Administrator so designated by the President of the College.

6. Administrative Divisions:

a. Academic/Student Affairs. That division of the College which has responsibility for interpreting and implementing College policies relative to academic matters for both Faculty and students and providing all student academic and support services.

b. Administration. That division of the College which has responsibility for the day-to-day management of College facilities, fiscal and logistical support services for all components.

7. Academic Unit. Refers to an academic department at the College.

8. Academic Department. That organizational unit at the College which has primary responsibility for instruction, curriculum, staffing, and scheduling and is accountable for carrying out these responsibilities.

9. Academic Division. That organizational unit at the College which encompasses a number of related academic departments or areas and has supervisory responsibility for instruction, curriculum, staffing, and scheduling and is accountable for carrying out these responsibilities.

10. Agreement. The signed Memorandum of Understanding between the Employer and the Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO.

11. College. The term "College" refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof.

12. Chairperson. An individual who is appointed by the Administration according to a published procedure, who has the primary responsibility for supervising the activities of an academic department.

13. Assistant Chairperson. An individual in a large academic department who is appointed by the Administration according to a published procedure to assist the chairperson in carrying out the supervisory responsibilities of the department.

14. Coordinator. An individual who is appointed by the Administration according to a published procedure to coordinate a specialized program, to coordinate essential activities required of a specialized program, to coordinate other specialized projects of the College or activities related to the administration of a specialized facility of the college, who receives released time and/ or a salary differential for performing these duties.

15. Campus. The term "campus" refers to the primary academic locations known as "The Liberty Campus" and "The Harbor Campus."

16. Service. Refers to continuous, full-time employment as an educational staff member in the Community College of Baltimore.

17. Seniority. Refers to the number of years of full-time employment as a Faculty member in the Community College of Baltimore.

18. Faculty Senate. The official governing body of the Faculty in all College-wide matters.

19. Part-Time Faculty. A non-Unit employee assigned Unit duties (teaching, counseling, library work, etc.) whose load is not greater than two thirds (2/3) of a full load. In certain instances for specific purposes when the availability of these employees is limited, this two thirds (2/3) limitation may be waived by consent of Local 1980 Executive Board.

20. Off-Campus Centers. Refers to any adjunct or auxiliary academic locations of the College.

21. Preparation. The specific definition of what is a full preparation in a Unit member's work load will be detailed in each academic Unit's point formula as developed by the appropriate dean in consultation with the point formula Committee.

22. College-Wide Committee. Any committee representing more than one segment of the college as appropriate to the purpose of the committee with the Union selecting its own representatives.

23. Employer. The Board of Estimates or any agency of the Mayor and City Council of Baltimore other than the City Council.

24. Discharge. Refers to the termination of employment of a Faculty member for disciplinary or performance reasons.

25. Release. Refers to the termination of employment of a Faculty member for budgetary considerations, decreased enrollments, or requirements for specific technical specialities.

ARTICLE II

UNION-BOARD RELATIONS

A. Union Membership.

1. Membership in the Union or any other employee organization or association not affiliated with the College will not be a condition of employment for any Faculty member unless other provisions are prescribed by the law.

2. In accordance with Ordinance 1927, Faculty members who are not members of the Union will have deducted from their pay an amount no higher than the current annual dues payments from members, except that those persons who have been employed prior to the effective date of this ordinance will not be required to pay representation fees. Any individual who terminates Union membership will be required to pay the above mentioned amount regardless of the date of initial employment. All representation fees so deducted from the salaries of those persons affected will be paid to the Union by the employer without charge and in the same manner as dues deducted from the salaries of Union members.

B. Meeting With Other Faculty Organizations.

This Agreement will not be construed to prevent any Board official or administrator from meeting with any Faculty organization for the purpose of hearing the views and proposals of its members; however, the President of the Union will be notified twenty-four (24) hours in advance of any meeting at which matters covered by this Agreement are intended to be discussed.

C. Committees and Union Representatives.

The Union will be notified of the convening and all subsequent meeting dates of any College-Wide standing and/or ad hoc committees established by the Administration during the life of this Agreement. The Union will have the right to appoint two (2) official non-voting observers with the right to speak to said committees. Any decision of a College-wide standing and/or ad hoc committee must be communicated by the President of the College or his representative to the Union Executive Committee.

D. Union-Administration Meetings.

The Union and the Administration both recognize the importance of meeting with each other on a regular basis to discuss mutual problems not concerned with specific grievances. In matters relating to this Agreement, other than grievances, the President of the College or his authorized representative and two (2) Union representatives will meet at the request of either party at a mutually agreeable time.

E. Board Meetings.

Representatives of the Union will be given an opportunity to appear before the Board of Trustees and to speak to the Board on any issue that is placed on the Board's agenda for any of its meetings. The Union's right to appear and be heard will be limited to the particular issue or issues that appear on the Board's agenda. The Union will be given a copy of the Board's agenda at the same time that copies of the agenda are distributed to the members of the Board.

F. Conflict With Policy.

If any provision of this Agreement is in conflict with any existing policy as outlined in the By-laws of the Board of Trustees of the Community College of Baltimore, the language and intent of this Agreement will apply.

G. Schedule for Negotiations.

Every effort will be made by the Board to arrange the schedules of five (5) Faculty members designated by the Union President so they may, as a group, be available for negotiation sessions during the Spring Semester.

H. New Unit Personnel.

1. No new person will be hired into the Unit at rank and/or pay higher than either someone already assigned to the discipline or disciplines or another Faculty member desirous of that position unless the new person is better qualified according to the standards and criteria published in the official announcement of the open position.

2. When a tenured Faculty member who has been transferred to another position in the College returns to the Unit, it will be at a rank and step no lower than his/her rank and step when he/she left. If upon return he/she is awarded a rank and/or step above the limitations described in this section, he/she will not be counted in Unit calculations for rank or promotion purposes.

3. The President of the Union or his/her designated representative will have the right to meet with the President of the College or his designated representative to ask questions and be given relevant information concerning the rank of Faculty members hired during the effective period of this Agreement.

4. The President of the Union will be notified of all vacancies in the Unit at the times the positions are first posted. The notification will include standards and criteria for the positions indicated.

5. A new person will not be hired with a rank if he/she does not meet the minimum qualifications (excepting time at CCB) to be eligible for promotion to that rank.

6. The Union President will be notified, in writing, when anyone is hired to do unit member work.

I. Change or Modification.

No change or modification will be made on matters covered by this Agreement during the life of the Agreement, except by law or as a result of further negotiation.

J. Standards of Professional Behavior.

The Union and the Administration agree that it is essential that high standards of professional behavior be maintained in all their relationships. Thus, every effort will be made to ensure that objective, non-threatening language, devoid of personal innuendo, be used in all communications between the two.

ARTICLE III

UNION ACTIVITIES

A. Union Office Space.

The College will continue to provide the Union and Faculty organizations with an office or desk space.

B. Bulletin Board.

The Union will be provided approximately sixteen (16) square feet of bulletin board space in each staff mailbox area.

C. Union Meetings.

The Union will have the right to the use of space for Union meetings during the normal operating hours in the building(s) of each campus, provided that no other meeting of the Faculty has been scheduled and announced for that same time and provided that no Faculty member will be released from his/her scheduled classes for that meeting. The request for the use of space must be made in writing and such request will not be unreasonably denied. Except in emergency, no meetings involving Faculty members will be scheduled in conflict with any already scheduled meetings.

D. Use of Facilities.

The Union will have the right to the use of facilities and equipment, subject to normal College procedures and requirments, including financial obligations.

E. Dues Deduction.

Union dues or service fees may be paid by personal check or cash or payroll deductions. Should a Union member prefer payroll deduction, the Board will deduct at no cost to the Union from the paycheck of each member the required amount of dues or service fees. The dues and service fees and a list of the Faculty members from whose pay the deductions have been made along with the amount from each will be forwarded to the Union office no later than seven (7) days after such deductions have been made.

F. Faculty Representation.

A Faculty member will at all times be entitled to have present a representative of the Union when he/she requests or is requested or required to meet with any member of the Administration. When a request for such representation is made, no such meeting will take place until such representative of the Union is present, nor will any official action be taken prior to such a meeting.

G. COPE Deductions

The Board of Trustees will deduct from the pay of each employee from whom it receives an authorization to do so the monthly amount authorized by the employees for political action. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions will be forwarded to the Union no later than thirty (30) days after such deductions have been made.

ARTICLE IV

ACADEMIC FREEDOM, NON-DISCRIMINATION, AND AFFIRMATIVE ACTION

A. Academic Freedom.

1. Each teacher will be entitled to freedom in the classroom in discussing his/her subject, provided he/she is careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject. This agreement will be subject to departmental/ divisional policies.

2. The teacher will be entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research using College facilities and teaching time for pecuniary return should be based upon an understanding with the appropriate Dean.

3. When the Faculty member speaks or writes as a citizen, he/she will be free from College censorship or discipline. It is his/her responsibility to make clear that he/she is not an institutional spokesman. The Faculty member's rights as a citizen will not be diminished or alienated as a condition of employment, retention, or tenure.

4. The Faculty member will have the right and the responsibility to determine course content and structure and to select textbooks, subject to College and department policies and procedures.

5. No Faculty member will be required to join or refrain from joining any organization as a condition of employment, retention, or tenure.

6. There will be no abridgment of the right to organize with others to protect group interests or to join existing unions or other organizations for such purposes.

7. Faculty members may recommend the acquisition of library materials necessary and/or relevant to their teaching. Such recommendations will be implemented within fiscal possibilities.

8. Grading is a prerogative of the individual Faculty member, subject to College and departmental policies, with the provision that the basis for grading by the individual Faculty member is clearly published and consistently followed.

B. Non-Discrimination.

Neither the Board nor the Union will discriminate against any Faculty member or applicant for employment by the Board or for membership in the Union on the basis of race, creed, color, sex, sexual preference, age,

marital or parental status, national origin, handicap, or association with lawful activities of any group or organization.

C. Affirmative Action

The Board and the Union will examine policies to be certain that they are scrupulously nondiscriminatory in principle and in practice, followed by corrective action where needed; will examine policies and procedures that, while apparently neutral, have an adverse impact on women and minorities; will be aware of race and sex in the appointment and retention process; and will establish achievable goals for the appointment of women and minority Faculty members.

ARTICLE V

GRIEVANCES

It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of grievances of members of the Unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

A. Definition of Grievance.

A grievance for purposes of this Memorandum of Understanding is defined as a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement, or of a policy, rule, or regulation of the Board or Administration relative to terms and conditions of employment. Furthermore, the provisions of this Article do not apply to those matters covered by Article VII-Q-Discipline or to the granting or non-granting of tenure.

B. Presentation of Grievance.

1. A grievance may be presented by an employee on his/her own behalf or by anyone he/she may select to call on his/her behalf, provided, however, that any grievance finally determined without participation of the Union, while binding on the aggrieved party, and in all respects final, will not create a precedent or ruling binding upon either of the parties to this Agreement in future grievances. (All grievances will be submitted by using the grievance information form that is approved by the Employer and the Union.)

2. All grievances must be initiated at STEP 1 unless the aggrieved party believes an appropriate remedy is unavailable at STEP 1. In such a case the grievance will be presented to the aggrieved party's line cabinet officer who will determine the lowest level at which remedy can be provided.

C. Specific Steps in the Grievance Procedure.

STEP 1. When a grievance is filed with the employee's immediate supervisor he/she must respond to such grievance within three (3) work days after it has been presented to him/her. If the answer does not settle the grievance, the grievance will be presented to and considered by the appropriate dean or director. The aggrieved employee or group of employees will discuss such grievance with the appropriate dean or director within ten (10) work days of the date of the response of the immediate supervisor; or the date of the grievance or the employee's knowledge of its occurrence, but in no event, more than thirty (30) days from the date of the events or conditions or his/her knowledge thereof -- whichever is later -- which provide the basis for the grievance. Such appropriate dean or director will

attempt to adjust the matter within ten (10) work days of the presentation of the grievance to him.

STEP 2. If the grievance has not been satisfactorily resolved at STEP 1, an appeal may be taken to the Dean of Instruction, the Dean of Student Services or the Dean of Continuing Education as appropriate, within ten (10) work days following the completion of STEP 1. The appeal will be in writing, signed by the grievant, and will state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant claims has been violated, misapplied, or misinterpreted. The appeal will also state why the disposition of the grievance at STEP 1 is deemed unsatisfactory by the grievant.

If a written grievance is taken by the Union on behalf of an employee, it will be signed and dated by either the individual grievant or the Union President or his/her designated representative.

Whenever a written grievance is presented without the intervention of the Union, the Dean of Instruction, or the appropriate college representative, will furnish a copy thereof to the President of the Union. The Dean of Instruction, or the appropriate college representative, will arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) work days of such written appeal. A decision on the grievance, setting forth the reasons therefor, will be submitted to the aggrieved employee and to the President of the Union, in writing, within ten (10) work days thereafter.

The Union President or his/her representative will have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union will also have the right to represent the grievant upon his/her request.

STEP 3. If the grievance has not been satisfactorily resolved at STEP 2, an appeal may be taken to the appropriate Cabinet level officer within ten (10) work days following the completion of STEP 2. The appeal will be in writing, signed by the grievant, and will state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant claims has been violated, misapplied, or misinterpreted. The appeal will also state why the disposition of the grievance at STEP 2 is deemed unsatisfactory by the grievant.

If a written grievance is taken by the Union on behalf of an employee, it will be signed and dated by either the individual grievant or the Union President or his/her designated representative.

Whenever a written grievance is presented without the intervention of the Union, the appropriate Cabinet level officer will furnish a copy thereof to the President of the Union. The appropriate Cabinet level officer will

arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) work days of such written appeal. A decision on the grievance, setting forth the reasons therefor, will be submitted to the aggrieved employee and to the President of the Union, in writing, within ten (10) work days thereafter.

The Union President or his/her representative will have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union will also have the right to represent the grievant upon his/her request. The Union president or his/her representative will have the right to speak on behalf of the Union or the bargaining unit or on behalf of any other Faculty member(s).

STEP 4. If the grievance has not been satisfactorily resolved at STEP 3, an appeal may be taken to the President of the College or his designee within ten (10) work days following the completion of STEP 3. The appeal will be in writing and duly signed and dated by the grievant and will state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant claims has been violated, misapplied, or misinterpreted, and why the diaposition of the grievance at step 3 is deemed unsatisfactory by the grievant. If a written grievance is taken by the Union on behalf of an employee, it will be signed by both the individual grievant and the Union President or his/her designated representative. Whenever a written grievance is presented without the intervention of the Union, the President of the College or his designee will furnish a copy thereof to the President of the Union. The President of the College or his designee will arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) work days of such written appeal. A decision on the grievance, setting forth the reasons therefor, will be submitted to the aggrieved employee and to the President of the Union, in writing, within ten (10) work days thereafter.

The Union President or his/her representative will have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union will also have the right to represent the grievant upon his/her request.

STEP 5. If the grievance has not benn satisfactorily resolved in STEP 4 a written appeal may be taken to the Board of Trustees, or a committee of three (3) members of said Board specially selected to hear grievances on behalf of the Board, within ten (10) work days following completion of STEP 4.

The appeal will be in writing and duly signed and dated by the grievant and will state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant claims has been violated, misapplied, or misinterpreted, and why the disposition of the grievance in STEP 4 is deemed unsatisfactory by the grievant.

Within ten (10) work days of such appeal, the Board or its committee will meet with the President of the Union or his/her representative and the aggrieved employee to discuss the grievance. The Board or its committee will communicate its decision in writing to the aggrieved employee and to the Union representative within ten (10) work days thereafter.

STEP 6. In the event that a grievance as defined herein will not have been resolved at STEP 5 of the grievance procedure, the Union may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the Labor Commissioner and to the President of the College within ten (10) work days following receipt of a written decision at STEP 5.

a. If the parties are unable to select an arbitrator, the Union will notify the Federal Mediation and Conciliation Service or the American Arbitration Association and the parties will select an arbitrator under the rules of that agency.

b. The arbitrator, upon completion of his/her investigation, will forward his/her decision to the Board of Trustees, the Union, and the grievant. This decision will be binding upon all parties.

D. Explanatory and Additional Notes

1. Time limits under this Article may be changed by mutual agreement.

2. If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there will be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.

3. The cost of any arbitration proceedings under this Agreement will be equally divided between the Employer and the Union.

4. In computing the time limits under this article, the date of the preceding event will be counted.

5. The arbitrator will be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Memorandum of Understanding

6. A grievance may be presented by an employee on his/her own behalf or by anyone he/she may select to call on his/her behalf, provided, however, that any grievance finally determined without participation of the Union, while binding on the aggrieved party and in all respects final, will not create a precedent or ruling binding upon either of the parties to this Agreement in future grievances.

7. The Union will be entitled to have its grievances heard in face-to-face meetings at Steps 4 and 5 of the grievance procedure. Management may not refuse a request to meet at Steps 4 and 5.

E. The Union has the right to initiate or appeal a grievance on its own behalf for a group of employees with a common grievance. The procedures will be the same as for an individual grievance.

ARTICLE VI

INSURANCE AND FRINGE BENEFITS

A. Tuition Reimbursement

1. Partial tuition for advanced study at an accredited institution of higher education or other appropriate agency will be made available to all Faculty members whose entry requirements were fully met at the time of employment or prior to the study for which reimbursement is being sought. Unless the person is notified to the contrary at time of employment, it will be assumed that he/she meets entry requirements.

2. Tuition reimbursement may be limited by the College to the subject matter area of a Faculty member. If a Faculty member requests tuition reimbursement for course work in a subject matter area that is different from his/her usual area of instruction at the College, payment may not be unreasonably withheld. Permission for reimbursement in an unrelated subject matter must be obtained before course work is begun. If reimbursement is denied, the Faculty member may grieve the issue.

3. Thirteen thousand dollars ($13,000) will be available in account number 431-319 in the fiscal year 1989 and again in 1990. It is the intent to make reimbursement to the extent of seventy-five (75) per cent for up to six (6) credits per semester, with a limit of either twelve (12) credits or $550, whichever is less, on all course work completed during fiscal 1989 or fiscal 1990.

4. Prior approval of all advanced study must be obtained from the appropriate dean in order to be eligible for reimbursement. Excluded is reimbursement for study while on extended leave or sabbatical. The reimbursement is only for the cost of tuition or equivalent charges and does not include travel, the cost of books or fees (e.g., student activity and laboratory).

5. Reimbursement will be made at the end of the fiscal year on receipt of an official grade report or other indication of satisfactory completion of the course and a bursar's receipt. In the event that reimbursement entitlements exceed the amount allocated for a fiscal year, all entitled Faculty members will be reimbursed on a pro rata basis.

B. Tuition Waiver at the Community College of Baltimore

Tuition for any credit or non-credit course at the Commmunity College of Baltimore will be waived for members of the full-time Unit and their dependents.

C. Health Care Costs

The Employer and Employee contributions as of June 30, 1988, will be maintained until there is an increase in cost during the term of this Memorandum of Understanding. In the event that an increase in health care costs is experienced, the Employer will assume 85% of the cost increase and the Employee will assume 15% of the cost increase.

All existing health and welfare benefits will remain in effect for the duration of this Memorandum except as modified or supplemented in Addendum A to this Memorandum, which will serve as part of this Memorandum of Understanding. A document outlining health care benefits that are described in Addendum A will be supplied to all Faculty members by the Employer.

All Faculty members will be entitled to free dental hygiene care in the Dental Clinic of the Community College of Baltimore. This care will be subject to College and departmental policies regarding the operation of the clinic and scheduling procedures of the Dental Auxiliary Program each semester. Dental care will normally consist of a thorough dental/medical history, oral inspection, patient education, radiographs, oral prophylaxis, and fluoride treatment.

The effective date of all health care benefits (except for those benefits requiring a waiting period) for persons entering the Unit will be the effective date of employment.

ARTICLE VII

CONDITIONS OF EMPLOYMENT

A. Office Space.

The College will make every reasonable effort to provide clean office space, including desk, desk chairs, a file cabinet, and bookcase for each full-time Faculty member by his/her third day of duty.

B. Parking and Dining

1. Parking

The Board will guarantee free parking at the Liberty Campus for Faculty members.

The Security Office will issue identifying front and rear bumper stickers for up to two (2) vehicles for each Faculty member who applies and who presents a valid registration card(s) for the vehicle(s) for which application is made.

The Board will provide Security personnel to enforce parking regulations between 7:00 a.m. and 2:30 p.m. each day that school is in session.

2. Dining Facilities.

The Board will provide a dining area for Faculty at Liberty Campus, including food machine service. If budget permits, limited hot food service will be provided.

C. Temperature Levels.

When, in the opinion of a Faculty member, the temperature in his/her work area poses a possible health hazard, the appropriate dean or designee will be notified. If the problem cannot be quickly corrected, the Faculty member may request of the appropriate administrator, a temporary location change until the problem is alleviated. In the event that there is a campus-wide temperature problem, the Dean of Instruction will make a determination as to the correct course of action. A policy will be established that will enable the Faculty member to obtain help from a central location.

D. Teaching Program.

1. Regular teaching load classes will be scheduled within an eight (8) hour workday except when the Faculty member requests and receives the appropriate dean's approval to do otherwise and/or is assigned an evening class. However, the intent will be to schedule the teaching

program within six (6) hours when possible. No more than three (3) clock hours will be scheduled consecutively for classes in a Faculty member's program, except in those laboratory, field, and clinical situations where longer periods are necessary to satisfy subject requirements (for example, nursing, dental hygiene, and mental health) unless a Faculty member prefers more than three (3) consecutive clock hours in a teaching schedule and so requests and receives the appropriate dean's approval. No teaching Faculty member's cumulative daily assignment will exceed thirty-six (36) hours per week for a regular program.

2. No Faculty member will be required to be on the job more than five (5) days each week. Except for commencement exercises and convocations of the College, specially compensated College activities which normally occur on weekends, or for those Faculty members who so choose, the regular load schedule should not include assignments on Saturdays or Sundays.

A Faculty member who has no scheduled classes, scheduled conference hours or other duties such as meetings called by his/her immediate supervisor, committee chairpersons or appointments made with students for conferences will not be required to be present on a Campus. The College will make every effort to arrange the Faculty members' programs so as to allow them to pursue professional activities which relate to or enhance their academic effectiveness providing injury is not done to the academic program and/or students.

3. No point load will be reduced because of class size unless it is clearly so specified in the point load formula of the academic unit.

E. Determination of Seniority

Seniority of Faculty members will be based on the date of beginning full-time employment as a member of the Unit. When two (2) Faculty members join the Unit on the same date, seniority will be granted to the one having the earlier date of non-Unit employment by the College, or date of appointment letter, in that order.

F. Application of Seniority to Regular Work at the College.

A seniority list will be posted by academic department chairpersons or immediate supervisors on October 1, February 15, and July 1 of each year in a conspicuous place in each academic unit. The seniority list will be revised as necessary during the year by the academic department chairperson or immediate supervisors to reflect changes in the academic unit membership as a result of resignations, retirements, transfers, etc. Scheduling of courses and assignments by the appropriate dean with the advice of the department chairperson or immediate supervisor of regular academic programs during the academic year will be based on the following in the order listed:

1. availability of work.

2. qualifications of the Faculty member, excluding those criteria used to determine seniorty.

3. seniority.

a. A senior Faculty member may not exercise a choice of a second elective course within his/her subject or field of teaching within his/her program each semester until other department members qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices will apply until all electives will have been assigned.

b. In the event that two (2) or more department members wish to have a particular pattern of days or hours, then the more/most senior will have priority; and assignments to programs will proceed in order of seniority.

c. Each Faculty member will have an obligation to teach his/her fair share of subjects within the general education core taught by his/her department.

G. Assignment of Faculty members to Overload.

The College will adhere to the following procedures for all persons who are assigned to overload:

1. Faculty members who are eligible will be considered for overload assignments in all administrative divisions of the College.

2. The assignment of interested Faculty members to overload positions in any division of the College will be the sole perogative of the Dean of Instruction after consultation with the appropriate department chairperson, division dean, or immediate supervisor.

H. Maintenance of Effective Employment Conditions.

The Board will make every effort to provide all Faculty members with peaceful, secure, sanitary, undisturbed working conditions for teaching and other assigned duties. A Faculty member will have the right to exclude from his/her classes or other area of work any student or person who in his/her judgment endangers said peaceful and secure conditions of the Ca[illegible]us or area. In the event that the Faculty member is unable to effect said exclusion and in his/her judgment cannot carry on the class or duty, he/she will dismiss the class or cancel the other duties and report the situation to his/her immediate supervisor.

The situation will be subject to review by the academic unit head or other immediate supervisor, the appropriate dean, and the Faculty member. No Faculty member will work under hazardous conditions.

I. Due Notice of Non-Reappointment, Non-Return, and the Granting of Tenure

1. Faculty Members Hired before July 1, 1988

Faculty members will attain permanent tenure in the Unit in accordance with the following regulations:

The initial appointment will be by written contract and will be probationary. If the appointment begins before January 1 of an academic year, the employee will receive credit for one full year of service at the end of that academic year. If the appointment begins after January 1 of the academic year the employee will complete his/her first full year of service at the conclusion of the next academic year. With the exception of an appointment made to replace a Faculty member on an approved leave, such appointment will be automatically renewable for additional periods of one (1) full academic year, unless the President will give written notice of the non-renewal of appointment for any succeeding academic year as follows:

a. Not later than March 1, during the initial period of probationary appointment.

b. Not later than December 15 of the second year of probationary appointment.

c. At least twelve (12) months before the termination of any appointment during the third, fourth, and fifth year.

The length of probationary appointment will be five academic years.

d. Unless a Faculty member is notified of his/her termination prior to the completion of his/her fifth year in the College and if the President recommends retaining a person for the sixth year in the College, he/she will also recommend his/her election to tenure in the College. Election to tenure by the Board of Trustees of the College will be as provided by the By-laws, but such election will not change a Faculty member's placement on the salary schedule.

2. Faculty Members hired after July 1, 1988

Faculty will be hired on a one (1), two (2), or three (3) year contract.

a. Any Faculty member so employed who is doing bargaining unit work will be covered by all provisions of this agreement.

b. Tenure will be granted to any such Faculty member who has completed six (6) years of service from any combination of such successive appointments.

c. Nothing contained in this article will prevent the President of the College from granting tenure to any such Faculty member so employed prior to the completion of said Faculty member's sixth year.

d. Notification of non-renewal will be made at least ninety (90) days before the end of the contract.

3. Retirement or Resignation.

The Faculty member should make every effort to notify the appropriate dean in writing by May 1 for the fall semester and October 1 for the following spring semester if he/she does not plan to return.

J. Personnel Records for Faculty.

All Faculty records will be maintained under the following circumstances: (These circumstances, however, do not apply to pre-employment references sent to the College.)

1. All personnel information will be recorded. No evaluative material will be placed in the files unless the employee acknowledges that he/she has read such materials by affixing his/her signature on the actual copy to be filed -- with the clear understanding that such signature signifies only that he/she has read the material to be filed; such signature will not indicate agreement or disagreement with the content of the material. If an individual refuses to sign the material under these conditions, the material should be filed with a notation of the refusal.

2. Upon request by a Faculty member, he/she will be given access to his/her personnel file without delay. At his/her written request each Faculty member will be furnished, without cost, a copy of any material in his/her file. No items may be removed from a Faculty member's file except for brief inspection or copying.

3. The Faculty member will have the right to petition first through the administration and then, if necessary, through the Grievance Procedure for removal from his/her file of any false or irrelevent material.

4. The Faculty member will have the right to answer any material filed and have his/her answer attached to the file copy.

5. Any material having an effect on the assignment or promotion of a Faculty member will be documented by material in his/her personnel files.

6. A Faculty member may insert in his/her file any material he/she deems appropriate.

7. Whenever any information in a Faculty member's personnel folder is released outside of the College, the person involved will be informed in writing at the time of such release.

8. Students will not handle personnel or payroll records of Faculty members.

K. Evaluation of Non-tenured Faculty Members

Each non-tenured Faculty member will be provided with written evaluations of his/her performance, based on two (2) to four (4) observations and regular consultations with and supervision by his/her department chairperson during each of his/her probationary years.

The department chairperson or immediate supervisor and tenured Faculty members of the department/division will recommend to the appropriate dean a non-tenured member's reappointment or non-reappointment for the second, third, fourth, fifth and sixth year.

L. Royalties

Any Faculty member may receive royalties or other payments on account for commercially or privately published or printed books, references, manuals, and audio-visual materials used under the auspices of the College with the proviso that no College materials or equipment be used at any time or the services of the staff be used during their regular working hours except with the approval of the Administration.

Adoption of such materials for a course must be voted by a clear majority of the department and approved by the Administration, based on the Administration's evaluation as to their quality and appropriateness.

In addition it should be understood that the College undertakes no liability for violation of copyrights.

M. Registration and Advisement Duties.

1. Faculty will be available to advise their assigned advisees during each semester.

2. Faculty will be available each pre-semester open registration period to assist appropriately in advisement and registration as required but not to exceed a maximum of ten hours per Faculty member at each registration period.

N. Non-Availability of Work

1. Seniority and qualifications to teach subjects offered in the College and to perform needed services as counselors and librarians will be the basis for determining the order of Faculty member release if this becomes necessary because of budgetary considerations, decreased enrollments, or requirements for specific technical specialties. In all cases, part-time Faculty in the area of Faculty members' competence will be released before the Faculty member.

2. If a tenured Faculty member is released in accordance with the above, the released Faculty member's place will not be filled by a replacement within a period of two (2) years, unless the released Faculty member has been offered reappointment and a reasonable time within which to accept or decline it.

3. Qualifications to teach. Each department will establish specific qualifications to teach each course it offers. Such qualifications will be subject to the approval of the Dean of Instruction after review by the Executive Board of the Union.

4. If a reduction in force becomes necessary, the Board of Trustees may draw up a plan to avoid layoffs by reducing the work load and salary -- pro rata -- among all members of the bargaining unit. Such a plan to implement a partial layoff of Faculty members may be adopted and used only if after a reasonable opportunity to review the plan and to present it to all bargaining Faculty members the Union approves of the plan. Approval may be given by the Union only through a written statement to that effect.

O. Mileage Reimbursement.

1. When required as part of his/her regular load to teach at more than one (1) geographical location in a calendar day, a Faculty member will be reimbursed for mileage at the approved rate ($.24 per mile) for necessary travel other than to his/her first assignment and home from his/her last. If a Faculty member requests and is granted a regular load which would involve teaching at two (2) different locations, no mileage reimbursement will be given. For reimbursement purposes, the Board will develop a list of approved mileage. The list will be a compilation of accurately determined mileages from the Campus to each location used by the College and such other locations that may be regularly visited by Faculty members on College business. Parking fees will be paid where free parking is not reasonably available.

2. Each academic unit will develop a travel policy pertaining to professional conferences and meetings. Such policies will be published by the Faculty member's supervisor after approval by the divisional dean.

P. Evaluation of Faculty Member's Performance.

The Administration and the Faculty of the College recognize that maintaining the highest possible level in quality of instruction is our first priority. Furthermore the Administration and the Faculty of the College regognize that the basis for quality instruction is the relationship between faculty member and student. In order to ensure the achievement and continuation of these high standards a joint committee composed of three (3) members selected by the Administration and three (3) members selected by the Executive Board of the Union will evaluate, review, and recommend to the President of the College modifications to the current system of evaluating Faculty members. In evaluating this system the committee will solicit and receive recommendations from each academic department of the College.

Q. Discipline.

No Faculty member will be disciplined except for just cause. Any member who is suspended or discharged will, at the time of such suspension, demotion, or discharge, be provided with a written explanation of the series of events which led to the said suspension, demotion, or discharge.

If the Faculty member elects to appeal, the following procedures will apply:

STEP 1. An appeal may be taken to the Chancellor within ten (10) week days following the suspension, demotion or discharge. The appeal will be written, signed by the Faculty member and will state specifically the grounds on which the appeal is based.

If a written appeal is taken by the Union on behalf of the Faculty member, it will be signed and dated by both the individual Faculty member and the Union President or his/her designated representative.

Whenever an appeal is presented without the intervention of the Union, the Chancellor will furnish forthwith a copy thereof to the President of the Union. The Chancellor will arrange with all parties concerned for the time and place of a conference within ten (10) week days of such written appeal. A decision on the appeal, setting forth the reasons will be submitted to the person concerned and the President of the Union, in writing, within ten (10) week days thereafter.

The Union President or his/her representative will have the right to be present at the time the appeal is heard whether or not the Union has filed the appeal unless the Faculty member requests otherwise; the Union will also have the right to represent the Faculty member upon his/her request.

STEP 2. If the issue has not been satisfactorily resolved at STEP 1, a further appeal may be taken to the President of the College within ten (10) week days following completion of STEP 1. The appeal will be in writing and signed by the party concerned and will state specifically the grounds on which the appeal is based, and why the dispositon of the matter at STEP 1 is deemed unsatisfactory by the Faculty member. If the appeal is taken by the Union on behalf of a member, it will be signed by the individual concerned and the Union President or his/her designated representative. Whenever a written appeal is presented without the intervention of the Union, the President of the College will furnish a copy thereof to the President of the Union.

The President of the College will arrange with all parties concerned for the time and place of a conference on the appeal within ten (10) week days of its receipt. A decision, setting forth the reasons therefore, will be submitted to the individual concerned and to the President of the Union, in writing, within ten (10) week days thereafter.

The Union President or his/her representative will have the right to be present at the time the appeal is heard whether or not it was filed by the Union, unless the Faculty member requests otherwise. The Union will also have the right to represent the Faculty member upon his/her request.

STEP 3. If the issue has not been satisfactorily resolved in STEP 2, a written appeal may be taken to the Board of Trustees within ten (10) week days following completion of STEP 2.

The appeal will be in writing, signed and dated by the Faculty member, and will state specifically the grounds on which the appeal is based, and why the disposition of the appeal pursuant to STEP 2 is deemed unsatisfactory by the Faculty member.

Within ten (10) week days of such appeal, the Board or its designated committee will meet with the President of the Union or his/her designated representative and the Faculty member concerned to discuss the issue, unless the Faculty member requests that no third party be present. The Board will communicate its decision, which will be final, in writing, to the Union member and to the Union representative within ten (10) week days thereafter.

If upon appeal, it is determined that neither suspension, demotion, or discharge was warranted, the Faculty member will be restored to full salary and all benefits, privileges and rights held prior to his/her suspension, demotion, or discharge including any back pay withheld during the period of suspension, demotion, or discharge. The Board may, upon a finding that discharge was unwarranted, reduce said sanction to a suspension for a fixed period.

R. Emergency Cancellation of Classes.

Faculty members will report to normal assignments at all times unless they are notified by means of a telephone ladder or through the public media.

S. Complaints.

An employee will be notified of any written complaint by any student, parent, or other person or any oral complaint if said oral complaint is used as a basis for classroom observation or evaluation of a Faculty member.

The Faculty member will be given an opportunity to confront the complainant and will have the right to be represented by the Union at any meetings or conferences regarding such complaints.

ARTICLE VIII

LEAVES

A. Leaves with Pay.

1. Sabbatical Leave

a. The President will have the authority, with the approval of the Board, to grant leaves of absence to tenured Faculty members for a period not to exceed one (1) year for resident study, research and writing, travel, or other purposes designed to improve the services of the Faculty member to the College.

b. A sabbatical leave may be granted at the completion of seven (7) or more years of service at the request of the Faculty member, subject to established criteria, approved by the President, and limitations of the budget. A sabbatical leave granted under this section will be a bar to any further sabbatical leave until after the completion of at least seven (7) years of additional service, unless the leave was for one-half (1/2) year, in which case, the second half-year may be awarded without time consideration. If it will become necessary in the granting of sabbatical leave to choose between two (2) or more applicants whose qualifications are substantially equal, the selection will be determined first on the basis of qualifications as determined by the Facuty Senate Sabbatical Leave Committee and second on the basis of seniority.

c. A Faculty member on sabbatical leave will receive one half (1/2) of his/her base salary for an academic year. The number of Faculty members who will be permitted to take sabbatical leave each year will be three (3) percent of the Unit at the beginning of the contract period. The deadline date for sabbatical leave applications will be January 1. However, if the number of Faculty members granted sabbatical leave from among those who apply by January 1 is below three (3) percent of the total of Faculty members, additional applications for sabbatical leave may be filed prior to November 1 of that year for the subsequent spring semester only. Faculty members should be notified if conditions for such an extension do occur.

d. Upon the expiration of leave granted pursuant to this section, the Faculty member will be returned to the position and the Campus he/she formerly occupied.

e. When a sabbatical leave is granted, the absence will not be construed as a break in service.

f. During the period of sabbatical leave, each Faculty member will be entitled to all of the privileges and opportunities which he/she

would have enjoyed if he/she were on active duty. He/she will be considered for assignment on the same basis as if he/she had been on active duty. Upon his/her return from leave, he/she will have the same right of returning to the position and the Campus he/she occupied prior to his/her leave which he/she would have enjoyed had he/she remained on active duty.

g. Any Faculty member to whom sabbatical leave is granted will be required, as a condition of the granting of the leave, to agree to return to the service of the Community College of Baltimore for at least one (1) year following the expiration of his/her leave. As an option to this service requirement, any individual may, if he/she so elects, return to the City of Baltimore the salary which he/she received during the period of leave.

h. Each Faculty member, upon return from sabbatical leave, will make a report of his/her activities during the period of leave, if requested by the President.

i. Accrued service will not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consccutive years.

i) A study leave of one (1) year in length or a military leave of two (2) years in length will not be construed as breaking the continuity of service, but neither is it to be counted as part of the seven (7) year service requirement.

ii) A sabbatical leave will be granted only to those persons who have been on active duty during the year immediately preceeding the sabbatical leave year, and who are on active duty at the time the leave is to be effective.

iii) Satisfactory service will be construed as meaning service of such length and quality for a full service salary increment each year.

j. Persons on sabbatical leaves may not enter into gainful employment except as part of the approved program.

However, a waiver of this provision could be requested of the Board of Trustees, if, in the opinion of the President, unanticipated events cause a financial crisis for the person on sabbatical.

2. Sick Leave.

a. Annual Sick Leave.

One and one-half (1-1/2) days of paid sick leave will be granted to each full time Faculty member for each month of completed service. Sick leave may be used during any period in which the Faculty member is employed full-time and becomes physically incapacitated due to accident or illness. Sick leave will be considered active service. All sick leave will be subject to verification. A Faculty member who is pregnant may continue to work until the date of birth of the child. Sick leave with pay will be granted for pre- and post-natal disability to an employee who is disabled to such a degree that she is unable to provide services to the employer. The use of sick leave will be in addition to the right of parental leave.

b. Accumulation of Sick Leave.

Each Faculty member may accumulate an unlimited number of sick leave-at-no-loss-of-pay days. A tenured Faculty member who has exhausted his/her sick leave may be advanced additional sick leave consistent with the policies of the Board of Estimates of the City of Baltimore.

c. Payment of Unused Sick Leave.

Upon retirement from the College, with (20) years or more of service in the Retirement System or at the College, or death after otherwise becoming eligible for retirement, a Faculty member, or his/her estate, will receive a lump sum payment equal to twenty-five (25) per cent of the unused portion of his/her accumulated sick leave.

d. Accident Injury Leave.

Time lost due to job related injuries or accidents which disable an employee will be compensated for in accordance with the Workmen's Compensation Law of Maryland.

3. Leave for Personal Business.

Each Faculty member will accrue and be credited one (1) day of personal leave on July 31, November 30, and March 31 of each year.

Personal leave will be used and charged in full-day increments Requests for half-day personal leave will be honored only upon the certification of the department chairperson or immediate supervisor with the approval of the appropriate dean.

Personal leave requests will be submitted for approval to the appropriate supervisor at least two (2) working days in advance except in emergencies. Personal leave requests will not be unreasonably denied. If a Faculty member wishes to appeal a denial of leave request,

the decision will be reviewed by a two (2) person committee composed of one adminstrator appointed by the President, and one Faculty member appointed by the Union. If a split vote results, the matter will be referred to the Labor Commissioner for resolution.

Personal leave to accrue during the fiscal year may be anticipated and granted in advance of its actual accrual, subject to an accounting before the end of the final pay period of the fiscal year. No more than three (3) days Personal Leave may be used in any fiscal year and such leave may not accumulate from year to year.

4. Leaves of Absence to Attend Professional Meetings or to Receive University Degrees.

a. Purpose.

The President may approve short leaves of absence with pay to permit Faculty members to attend professional meetings, receive a higher degree from a college or university, sit for final doctoral orals, write doctoral comprehensive examinations (one day annually only), or for other purposes contributing to the professional growth and development of the Faculty member. The President may require the submission of a request for such leaves, provided that this request need not be submitted more than fifteen (15) days prior to the first day of the leave.

b. Reimbursement of Expenses.

When a Faculty member is granted approval by the President for a leave of absence as specified in 4.a. above, except for the purpose of receiving a higher degree or sitting for doctoral examinations, he/she will be reimbursed for such portion of his/her expenses as will be stated at the time the leave is granted.

5. Special Leaves of Absence With Pay.

a. Funeral Attendance.

The President will approve short leaves of absence with pay not to exceed four (4) days, to permit a Faculty member to attend the funeral of a deceased parent, guardian, spouse, child, brother, sister, or grandparent.

The President will approve short leaves of absence with pay, not to exceed one (1) day, to permit a Faculty member to attend the funeral of a relative (other than those specified in paragraph immediately above).

b. Jury Duty and Court Attendance.

A Faculty member will suffer no loss of pay or leave when he/she is required to serve as a juror.

A Faculty member will suffer no loss of pay or leave when he/she must attend court under subpoena provided that he/she is neither a plaintiff nor a defendant in the court matter. However, if he/she is a party to the court matter as a direct result of his/her duties at the College, he/she will suffer no loss of pay or leave.

6. Leave Provision for Faculty members on Twelve-month Assignments

A Faculty member whose primary duty is other than teaching and who has a twelve (12) month assignment will be granted annual leave, holidays, personal leave, and compensatory time according to the following:

a. Annual Leave

(i) Two (2) days vacation per month employed: twenty four (24) working days per year as annual leave, plus six (6) days Winter Vacation and four (4) days Spring Vacation, exclusive of holidays.

(ii) All leave time that is allotted to a Faculty member for Winter and Spring vacations must be taken during the vacation periods that are set aside on the College calendar for those holidays. If Winter or Spring vacation leave is not taken as scheduled it will be forfeited. The College will release all Faculty members who qualify for and wish to take Winter or Spring vacation leave; no employee who is entitled to leave during those periods will be denied the time off.

(iii) Annual leave must be scheduled through the appropriate supervisor to ensure that the College continues to operate in an orderly fashion throughout the year. Request for use of annual leave time will not be unreasonably denied.

b. Annual Leave Additions.

Compensatory time will be granted a twelve (12) month Faculty member who is required by his/her supervisor, dean, and/or the President to work during Winter and/or Spring Vacation -- to a maximum of ten (10) days.

c. Holidays.

All Holidays on the College Calendar indicated with the phrase "College Closed" as well as the Friday after Thanksgiving Day will be granted twelve (12) month employees.

d. Compensatory Time.

A twelve (12) month Faculty member whose work involves scheduled hours beyond his/her regular work week (e.g., Saturdays in the library) or college calender holidays will receive compensatory time.

e. Accumulation of Leave.

A twelve month Faculty member may accumulate unused vacation days to a maximum of 144 days. Faculty members whose leave balances as of June 30, 1982 exceed 144 days will not have their aaccumulated leave balance reduced below their June 30, 1982 accumulation.

B. Leaves Without Pay.

1. Professional Leaves of Absence.

a. Any tenured Faculty member may be granted upon his/her request, which will not be unreasonably denied, up to one (1) year's leave of absence without pay, and up to an additional year's leave upon request for advanced study research, or writing, exchange teaching, travel, or any other professional experience (including non-Unit employment in the College) which is related to his/her field of teaching or employment or which will improve his/her professional competence.

b. Applications for professional leave or extensions will require approval of the appropriate Cabinet Level Officer with the advice of the department chairperson or immediate supervisor, and will be filed with the appropriate Cabinet Level Officer not later than March 1 or October 1, preceding the semester that the leave will become effective.

c. Benefits or rights accumulated by a Faculty member prior to the effective date of the leave of absence will be carried forward and credited to the Faculty member upon his/her return. When a leave has been granted under this section, the absence will not be construed as a break in service insofar as seniority is concerned.

d. A Faculty member returning from a professional leave of one (1) year or less will have the right to return to the department which he/she left. If the period of such leave is more than one (1) year, then he/she will have the right to employment in the first position in his/her field which becomes available after the termination of his/her leave.

e. The President of the College may at his discretion apply any or all of the provisions under B.1 to an untenured Faculty member.

2. Parental Leave.

Upon request a Faculty member will be granted parental leave of absence to rear a child under the age of five years who is his/her child by birth or adoption or for whom he/she has assumed legal responsibility. No such parental leave will exceed two (2) years.

If the period of parental leave is less than one (1) year, then the Faculty member will have the right to return to his/her former position at the beginning of the next semester or earlier prearranged date.

If the period of parental leave exceeds one (1) year then he/she will have the right to employment in the first position in his/her field available after the termination of leave.

Absence for parental leave will not be construed as a break in service.

The use of parental leave will be in addition to any sick leave.

A parental leave may be terminated at the request of the Faculty member.

3. Military Leave.

a. Any Faculty member who is drafted, or is otherwise called to active duty or who leaves his/her position for extended active duty in the military service of the United States during a state of war or national emergency, will be granted a military leave for the duration of his/her military obligation. He/she will be entitled to return to a position comparable to the position he/she left.

b. During the period of such authorized military leave, the Board will continue to pay all required Faculty member contributions to the fund of the Retirement System.

c. Restoration will be at the rank and step held at the beginning of military leave, plus any advancement in salary steps that the Faculty member would have been granted had he/she been continuously employed and complied with requirements for salary step increases.

d. A Faculty member whose spouse is drafted or is otherwise called to active duty or who is called for extended active duty in the military service of the United States during a state of war or national emergency will be granted a military leave without pay for a period not to exceed two (2) years. If the period of leave is less than one (1) year, the Faculty member will have the right to return to his/her former position at the beginning of of the next semester or earlier prearranged date. If the period of such leave is more than one (1) year, he/she will have the right to employment

in the first position in his/her field which becomes available at any campus after the termination of his/her leave. Such leave will not be construed as a break in service.

4. Extended Personal Leave of Absence.

A tenured Faculty member may, upon proper application, be granted an extended leave of absence without pay, not to exceed one (1) academic year. Midway in his/her leave or before, the Faculty member may request an extension of this leave under the same conditions. Upon expiration of his/her leave, the member will be returned to the position which he/she formerly occupied; No such leave will be construed as a break in service.

C. Statement of Leave.

The Board will provide Faculty members with a statement of individually accrued sick leave, personal leave, vacation time and compensatory time during the first month of each semester.

ARTICLE IX

SALARY AND RATES OF PAY

A. FY 1989 and 1990 Salary Schedules

1. Effective July 1, 1988:

Step	Professor	Associate Professor	Assistant Professor	Instructor
1	30,016	25,002	20,991	19,209
2	31,352	26,228	21,883	20,100
3	32,801	27,342	22,885	20,991
4	34,360	28,679	23,888	21,883
5	36,032	30,016	25,002	22,885
6	37,703	31,352	26,228	23,888
7	39,485	32,801	27,342	25,002
8	41,268	34,360	28,679	26,002
9	42,919	35,734	29,826	

	Lecturer			
	IV	III	II	I
1	19,209	16,201	13,638	12,636
2	20,100	16,869	14,307	13,081
3	20,991	17,649	14,864	13,638
4	21,883	18,429	15,532	14,307
5	22,885	19,209	16,201	14,864
6	23,888	20,100	16,869	15,459
7	25,002	20,991	17,649	
8	26,168	21,831	18,355	
9	27,215			

Effective July 1,1988 all Faculty members will advance one full step on the above salary schedule.

2. Effective July 1, 1989:

Step	Professor	Associate Professor	Assistant Professor	Instructor
1	30,916	25,752	21,621	19,785
2	32,293	27,015	22,539	20,703
3	33,785	28,162	23,572	21,621
4	35,391	29,539	24,605	22,539
5	37,113	30,916	25,752	23,572
6	38,834	32,293	27,015	24,605
7	40,670	33,785	28,162	25,752
8	42,506	35,391	29,539	26,782
9	44,206	36,806	30,721	

	Lecturer			
	IV	III	II	I
1	19,785	16,687	14,047	13,015
2	20,703	17,375	14,736	13,473
3	21,621	18,178	15,310	14,047
4	22,539	18,982	15,998	14,736
5	23,572	19,785	16,687	15,310
6	24,605	20,703	17,375	15,922
7	25,752	21,621	18,178	
8	26,953	22,486	18,906	
9	28,031			

3. Effective January 1,1990:

Step	Professor	Associate Professor	Assistant Professor	Instructor
1	31,844	26,525	22,269	20,379
2	33,261	27,825	23,216	21,324
3	34,799	29,007	24,279	22,269
4	36,453	30,426	25,343	23,216
5	38,226	31,844	26,525	24,279
6	39,999	33,261	27,825	25,343
7	41,890	34,799	29,007	26,525
8	43,781	36,453	30,426	27,586
9	45,532	37,911	31,643	

	Lecturer			
	IV	III	II	I
1	20,379	17,188	14,469	13,406
2	21,324	17,896	15,178	13,878
3	22,269	18,724	15,769	14,469
4	23,216	19,551	16,478	15,178
5	24,279	20,379	17,188	15,769
6	25,343	21,324	17,896	16,400
7	26,525	22,269	18,724	
8	27,762	23,160	19,473	
9	28,872			

4. No percentage or fixed reduction of any member's pay will be made except for a reduction in schedule that is taken at the Faculty member's option or as part of a partial layoff that is implemented with Union approval under Article VII, Paragraph N. 4, of this Memorandum of Understanding.

B. Twelve-Month Faculty Members.

The percentage of additional salary for Faculty members on twelve (12) month assignment will be set at twenty percent (20%) above their respective salary step.

C. Extra-Class Activities.

Faculty members who are invited to serve the College in one of the following extra-class activities will be compensated by applying the point values indicated to load or according to the dollar amount indicated, at the option of the Faculty member concerned:

	Points
Music Department (planning and coordinating cultural programs)	6
Recital Scheduling & Planning	0.5
Art Gallery Director	3
Greenhouse Director	3
Play Director I	3
Play Director II	3
Planetarium	3

D. Advancement in Rank

1. Normal advancement in rank will be effective the beginning of the school year based upon the rank structure on September 1 of each year.

2. If an advancement in rank is denied for September 1 soley because of rank saturation that advancement in rank will be made the following January 1, if a vacancy has developed due to death, an unanticipated resignation, or an unanticipated transfer to an administrative position for an intended period of more than one (1) year. An advancment in rank will not be denied on the basis of rank saturation until the rank reaches the prescribed percentage maximum.

3. Pay scale placement upon advancement in rank will be as follows.

a. Annual increment will be awarded in rank from which advancement in rank is being made (September promotion only).

b. Placement on schedule of new rank will be at the next higher monetary level above normal placement at the previous rank.

4. A Faculty member who is recommended for advancement in rank according to the policies and procedures set forth in Article IX, Section E, will be duly informed of the reason if the advancement in rank is not granted in accordance with such policies and procedures.

5. In Fiscal Year 1989 a sum of $10,000 will be designated to cover the cost of promotions.

In Fiscal Year 1990 a sum of $8,000 will be designated to cover the cost of promotions.

E. Rank Structure.

1. All members of the Unit will hold academic rank in one of the following categories.

Professor; associate professor; assistant professor, instructor; lecturer I; lecturer II; lecturer III; or lecturer IV.

2. Advancement in rank will be considered in order to achieve on September 1 of each year a total of 22 1/2% in the rank of professor, 22 1/2% in the rank of associate professor, 25% in the rank of assistant professor, and the remainder will be in the combined ranks of instructor and lecturer.

Promotions will be made whenever the number of Faculty members who are in a particular rank falls below the prescribed quotas. The College may, for a limited period of time, fail to promote a Faculty members when the compliment of Faculty members in a particular rank falls short of a prescribed quota by one percent or less. In no event, however, may the compliment in a rank fall more than one percent under the quota, nor may the compliment stand at one percent or less under quota for more than twelve (12) consecutive calendar months without granting promotions sufficient in number to satisfy the quota for a particular rank.

Advancements in rank which are considered and agreed upon will take effect at the beginning of the school year, and will be subject to budgetary limitations. Any Faculty member on an approved leave will be considered a member of the Unit in determining the rank structure, but his/her temporary replacement will not.

3. Advancements in rank will be based on criteria and procedures recommended by the Faculty Senate Committee on Academic Rank and Promotion and approved by the President of the College. The committee will have representatives from both campuses.

4. The definition and promotional criteria for Lecturer I, Lecturer II, Lecturer III, and Lecturer IV are as described in the policies entitled "Definition of a Lecturer and Promotional Criteria for Lecturer." Any lecturer who meets the criteria for promotion will be included in the present promotions structure.

F. Work Load.

1. The work load of the teaching Faculty will be expressed in terms of points. The work load of non-teaching Faculty will be expressed in terms of clock hours.

2. A point is a unit that refers to a credit or equivalent, to an hour of work load related to scheduled and unscheduled classroom teaching duties, or administrative activities, or any work involved in curriculum development, or extra curricular activities, or any combination thereof.

3. The normal work load of Faculty members whose primary duties are other than classroom teaching will be thirty-six (36) clock hours a week.

Because of the nature of the duties of the lab instructors in the Science Department at the Liberty Campus, their load will be calculated in terms of points, with a normal load being thirty-six (36) over the course of the year and the minimum being eighteen (18) for the same period.

4. a. For Faculty members whose primary duty is teaching with the rank of instructor and above, (including Teaching Lecturers), the normal load will consist of fifteen (15) points in each of the two (2) semesters, fall and spring, for a total of thirty (30) points for the academic year and a minimum of fifteen (15) points in teaching over the course of an academic year, which may be waived in the case of chairpersons of departments.

b. Each teaching Faculty member is required to report to his/her department chairperson or immediate supervisor before the end of the first week of the second semester his/her teaching schedule and the resulting total points for the academic year.

i) Should a Faculty member report a Spring teaching load which would result in an annual load of less than thirty (30) points, he/she may be assigned additional courses or additional work appropriate to a College Faculty member. If he/she is receiving extra remuneration -- except for coaching -- for working in any division of the College, he/she may elect to have that remuneration decreased by an amount equal to the number of points below an annual load of thirty (30) points (or thirty-six (36) points in the case of

a Science Department lab instructor). In the event that an underload remains on April 15, a Faculty member receiving extra remuneration for working in any division of the College will have that remuneration reduced by an amount equal to his/her underload (on the part-time scale) and pro-rated over his/her remaining extra-load pay checks.

ii) Should a Faculty member report a schedule load which would result in less than an annual load of thirty (30) points (or thirty-six (36) points in the case of a Science Department lab instructor), and he/she is not working for extra remuneration in any division of the College, he/she may be assigned additional courses or additional work appropriate to a College Faculty member. If such an assignments is not accepted by the Faculty member, he/she will have his/her base pay reduced by an amount equal to his/her underload and prorated over his/her pay checks after the end of the spring semester.

iii) In the assignment of extra work by the administration, first priority will be given to those Faculty members who are not receiving remuneration for working in any division of the College.

iv) A Faculty member with points over thirty (30) at the end of the Agreement period will be remunerated for those points on the basis of $300 per point, (except Non-Teaching Lecturers who will be remunerated on the basis of $190 per point above thirty-six (36).

v) In the calculation of overloads and underloads for the annual period covered by this Memorandum of Understanding, decimal fractions of a point will be rounded off to the nearest tenth.

c. A continuing departmental or divisional point-review committee will make recommendations to the chairperson or immediate supervisor for class-size, point values assigned to teaching of courses, extra preparation, coordination, etc., for the next Agreement period. The class-size and point values assigned to teaching of courses, extra preparations, coordinations, etc., that will be obtained are the ones developed by the Dean of Instruction with the individual department chairperson or immediate supervisor, and when the members of the department or division so desire, with one (1) representative of the departmental or divisional review committee. When the class-size and/or point values for the teaching of courses, coordination, extra preparation, etc., decided upon by the Dean of Instruction deviate significantly from the committee's recommendations, the reasons for the Dean's decision must be given to the committee in writing. Point formulas will be determined May 1 for the following year. In all cases, remuneration for each preparation over three (3) will be detailed in each Academic Unit's point formula Agreement. In the event the department considers the Dean's decision to be arbitrary or unreasonable, an appeal may be made within one (1) week to a special

review panel of two (2) members. The chairperson of the review panel will be the Dean of Finance. When an appeal is made to him/her, he/she will arrange for the department making the appeal to refer to him/her the other panel member who will be a Faculty member from a neutral department. The review panel will make a recommendation to the Dean of Instruction within one (1) week. If he/she does not satisfactorily resolve the problem within one (1) week, the issue will be referred to the Vice-President for Academic/Student Affairs for a decision.

d. Should non-teaching Faculty members be assigned primary responsibility for a course section, the number of clock hours they are assigned to work will be reduced on a pro-rated basis, in accordance with the load provisions for teaching Faculty members. (Non-teaching Faculty members may assist teaching Faculty members, but it is only when they assume primary responsibility for one (1) or more course sections that their load will be reduced.)

5. Conferences and Meetings.

In addition to the normal point or clock hour load and those hours specified in Article VII, Section M, each Faculty member will be required to attend Academic Unit and administrative meetings as they are called during the academic year. Attendance at convocation and commencement will also be required. Vacation days cannot be used on those occasions without prior approval of the appropriate dean. A Faculty member whose primary duties are teaching will post a schedule of office hours and classes, and be in his/her office available for conferences at least five (5) hours per week during each semester; in addition the Faculty member will be available for conferences by appointment. Faculty will be on duty in accordance with the provisions detailed in this Agreement within the semester limits set forth in the College Calendar adopted by the Board of Trustees, and fulfill assigned duties and attend scheduled meetings that may occur during the period between semesters. No vacation day(s) will be used on such occasion(s) without prior approval of the appropriate dean.

Failure to comply with the provisions enumerated above will result in loss of full pay for the day or days of violations.

Any meetings scheduled between semesters will be announced prior to the Thanksgiving holiday.

6. Released Time

Released time will be allocated according to the following:

a. Three (3) points each for the President of the Faculty Senate and the Corresponding Secretary of the Senate Executve Committee; also three (3) points in the spring semester for the Chairperson of the

Academic Rank Committee; and six (6) points per semester for Union officials to be designated by the Union.

The persons who are to be given released time should, if possible, be named a month before the close of the previous semester, to facilitate orderly schedule arrangements. By September 1 of each year, the President of the Faculty Senate, the Corresponding Secretary of the Senate and the Chairperson of the Academic Rank Committee will each file a proposed plan with the President of the College in which they will describe the projects, activities and programs in which they intend to engage while on released time during the new academic year.

b. The academic department chairpersons will be appointed for terms of one, two, or three years, effective each August 15th.

c. The academic department chairpersons will be twelve-month Faculty members with a 20% differential over their base professorial annual salaries as of August 15 of each academic year of appointment.

d. The academic department chairpersons will have a teaching load of no more than 6 to 8 points for the ten-month academic year and no more than 3 to 4 points in each of the summer sessions. Chairpersons will not teach "overload" except in the evening or on Saturday during the ten-month academic year; chairpersons with fewer than 6 to 8 teaching points will negotiate their teaching loads with the Dean of Instruction and the Chancellor.

e. The academic department assistant chairpersons will be appointed by the college upon recommendation of the department chairperson according to a "department size formula" to be developed by the chairpersons with the Dean of Instruction and the Chancellor.

f. The academic assistant chairpersons will be ten-month Faculty members with a 4% differential over their base professorial annual salaries and a miminum of three points per semester released time; assistant chairpersons will be eligible for additional compensation for summer departmental administration.

g. Academic department chairpersons and assistant chairpersons will be present for administrative/supervisory duties and office hours on each day Monday through Friday that on-campus day classes are in session.

G. Substitute Pay.

When a Faculty member is required by the divisional dean to substitute for a Faculty member on any approved leave, the substituting Faculty member will be compensated on the basis of $300 per point unless he/she is underloaded for the academic year according to the point load formula for his/her Department or discipline. No payment for substitute work will be made until loads have been assigned for the second semester.

H. Retirement Deduction

All monies Faculty members receive by virtue of employment at the Community College of Baltimore will be subject to deduction for retirement benefits and included in the calculation of yearly pay for retirement purposes, subject to legislation and/or changes in the rules and regulations of the State Teachers Retirement System.

ARTICLE X

SCOPE OF THE AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of members in the bargaining Unit. There will be no unilateral reopening of this agreement by either party during the life thereof unless either party proposes such reopener and the other party consents to such reopener.

The Board will continue in effect its presently existing policies and uniform practices with reference to salaries, fringe benefits and working conditions of Faculty members which are not specifically covered by this Agreement.

ARTICLE XI

CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this Agreement is or will at any time be contrary to law, then such provision will not be applicable or performed or enforced, except to the extent permitted by the law.

In the event that any provision of this Agreement is or will at any time be contrary to law, all other provisions of this Agreement will continue in effect.

ARTICLE XII

DURATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will remain in effect for the period from July 1, 1988 through June 30, 1990.

ARTICLE XIII

NO STRIKE OR LOCKOUT

A. The provisions of Article 1, Section 134 of the Baltimore City Code (1966 edition, as amended) prohibiting strikes, secondary boycotts, and picketing in furtherance of a strike are incorporated herein by reference.

B. The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there will be no strikes, slow-ups or stoppages of work, and the College agrees that there will be no lockout.

C. In the event of an unauthorized strike, slow-up or stoppage, the College agrees that there will be no liability on the part of the Union, provided the Union promptly and publicly disavows such unauthorized strike, orders employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the College in writing within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

D. In the event that such action by the Union has not effected resumption of normal work practices, the College will have the right to discipline, by way of discharge, or otherwise, any member of the Union who participates in such strike, slowup, or stoppage, and no such disciplinary action will be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE XIV

MANAGEMENT RIGHTS

Notwithstanding any other provision contained herein (i.e. the Municipal Labor Relations Ordinance), it will be the exclusive right of the employer to determine the mission of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and direction over its organization and operations. It also will be the right of the employer to direct its employees, to hire, promote, transfer, assign or retain employees in positions within an agency and in that regard to establish reasonable work rules. It also retains the right to suspend, demote, discharge or take any other appropriate disciplinary action against its employees for just cause, and in accordance with the provisions relating to Civil Service of Employer's Charter and other applicable laws; or to relieve its employees from duty in the event of lack of work, funds, or for other legitimate reasons. The provisions of this section will be deemed to be a part of every memorandum of understanding reached between the employer and an employee organization provided that nothing contained in this section will be deemed to deny the right of any employee to submit a grievance as defined in Section 120 (f)(2) hereof.

Any memorandum of understanding reached between the employer and employee organization will be subject to the provisions of the Charter or applicable ordinance concerning salaries, hours of work, fringe benefits, pensions and other conditions of employment (Ord. 251, 1968).

ARTICLE XV

PROCEDURE FOR FUTURE NEGOTIATIONS

Negotiations between the Board and the Union for a subsequent Agreement will be held between January 1 and March 1, prior to the expiration of this Agreement, and will include all matters of mutual concern regarding the Liberty Campus, the Harbor Campus, and the interrelationships thereof. Such negotiations will be completed and a Memorandum of Understanding reached by April 1. In the negotiations, the Union will be represented by five (5) of its members.

ARTICLE XVI

RESPONSIBILITY OF THE FACULTY MEMBER WITH RESPECT TO AGREEMENT AND WORK RULES

It is the responsibility of each Faculty member to be familiar with the provisions of this Agreement and with the Work Rules issued by the administration of the College.

ARTICLE XVII

COLLEGE CALENDAR

The academic year will begin on or about August 15 (to coincide with pay period dates) and end on or about June 15 and will include 150 teaching days, in additon to time for advisement, testing and meetings. Total working days for Faculty members whose primary duties are teaching will not exceed 160 days.

Signed on this 27th day of September 1988, in Baltimore, Maryland.

CITY OF BALTIMORE:

Edward V. Tildon, Deputy Labor Commissioner

Otis Warren, Vice-Chairman, Board of Trustees

Joseph T. Durham, President, Community College of Baltimore

Barbara L. Faw, Chancellor, Community College of Baltimore

Cheryl Curtis, Labor Relations Administrator

Deborah Jowhar, Personnel Technician

Barbara Dent, Budget Analyst

NOTED BY THE BOARD OF ESTIMATES
Date OCT 5 1988
Deputy Comptroller & Clk. to the Board

AMERICAN FEDERATION OF TEACHERS, LOCAL 1980 NEGOTIATING TEAM:

Robert Jensen, Chief Negotiator, AFT, AFL-CIO

Walter Dean, President, Local 1980

Tessie Warren, Vice-President, Local 1980

Kathy Rogers, Secretary, Local 1980

John Bird, Negotiating Team, Local 1980

John Minion, Negotiating Team, Local 1980

Sally Spence, Negotiating Team, Local 1980

Marion Bonaparte, Negotiating Team, Local 1980

Harry Smith, Negotiating Team, Local 1980

ADDEMDUM A

HEALTH AND WELFARE BENIFITS

A. DESCRIPTION OF BENEFITS.

All Faculty members who are covered by this Agreement are eligible for the following health care benefits:

1. Basic Plan

   a. Blue Cross - 365 days hospitalization. (One time $50.00 deductible -- to be applied per person in family unit in each contract year.) (No dollar maximum applied to benefit.)

   b. Blue Cross Diagnostic Endorsement #3.

   c. Blue Shield Plan B.

   d. HMO option

2. Blue Shield Plan C.

3. Diagnostic #4. (Unlimited, with cost containment items as enumerated)

4. Major Medical. (100% coverage after $150.00 deductible up to $30,000 limit for each occurrence per person in family unit. 50/50 co-pay for covered expenses in excess of $20,000 up to maximum of $225,000 lifetime total benefit per person in family unit.)

5. Pre- and post-natal care.

6. Sudden and serious Onset Coverage.

7. Accidental Death and Dismemberment Benifits (Double Indemnity) as set forth in Aticle XI.

8. Optical Plan - Level II.

9. Prescription Plan ($2.00 deductible for generic drugs).

10. Second Surgical Opinion.

   (i) 100% coverage for second surgical opinion requested by patient.

   (ii) 100% coverage for certain mandatory procedures as enumerated in item C.4 of this Addendum.

11. Health Maintenance Organization alternative to Blue Cross/Blue Shield. (Employer shall contribute the same dollar amount it contributes for the employee's current Blue Cross/Blue Shield coverage).

12. Alcoholism Treatment Program

a. Hospital/in-patient care -

Complete coverage up to a maximum of 30 days in any contract year, 60 days lifetime per family member.

b. Outpatient Services -

Complete coverage for up to 30 visits, 50% of cost reimbursed for visits thereafter up to a limit of 15 visits in any contract year.

13. Hospice Care -

a. Outside Hospital - 100% reimbursement of fees up to lifetime maximum of $20,000 per family member.

b. Services furnished - in hospital - 80% reimbursement of fees up to lifetime maximum of $20,000 per family member.

B. COST CONTAINMENT CONCEPT

The Union and Employer recognize that the cost of health care is a significant problem. They have agreed to try to limit the cost of Health Benefits to the Employer by introducing certain cost containment measures. Those measures are outlined below in Section C of this Addendum.

C. COST CONTAINMENT MEASURES - Effective 7/1/1984.

1. $35.00 penalty fee for Emergency room use in non-emergency situations.

2. Pre-admission Testing

a. 100% coverage for all pre-operative laboratory tests and x-ray examinations, but only if performed on an outpatient basis (unless it is deemed medically necessary by patient's attending physician or scheduled by physician test be done on an in-patient basis.)

b. 50% reimbursement for same if performed on an in-patient basis, but not medically indicated that it be done as in-patient.

3. Ambulatory & Diagnostic Procedures

(non-emergencies) - 100% coverage when anyone of 200 procedures certified as "out-patient" procedures by Maryland Medical and chirurgical faculty is performed on out-patient (physician's office, ambulatory surgical center, out-patient department of hospital) basis, which procedures shall at least include:

* Breast Biopsy
* Bronchosocopy
* Colonoscopy
* Cystosocpy
* Diagnostic D & C
* Diagnostic Laparoscopy
* Excisim of Skin Lesion
* Gastroscopy
* Vasectomy
* Myringotomy

4. Second Surgical Opinion must be obtained for certain enumerated elective surgical procedures; which shall include:

* Bunionectomy
* Cataract removal
* Deviated Septum repair
* Hysterectomy
* Knee Operation
* Prostatectomy
* Bypass surgery
* Mastectomy

5. Hospital Admission/DIscharge

a. No Friday, Saturday, or Sunday admissions under the following conditions:

non-emergency situations;

unless surgical procedures are scheduled over the weekend; or

Sunday admissions permissable when testing or surgical procedures scheduled on the following Monday.

b. Discharge from hospital within 24 hours of release by attending physician.

ERIC Clearinghouse for Junior Colleges SEP 28 1990